

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SUGARTOWN WORLDWIDE LLC,

Plaintiff,

v.

SHOP216466 STORE, et al.,

Defendants.

Case No. 21-cv-3064

Judge Joan B. Gottschall

Magistrate Judge Jeffrey Cole

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Sugartown Worldwide LLC (“Lilly Pulitzer” or “Plaintiff”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A to the Complaint and attached hereto (collectively, the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the Seller Aliases identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”).

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and





Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered trademarks (the "Plaintiff's Trademarks") and/or bearing unauthorized copies of Plaintiff's federally registered copyrighted designs (the "Plaintiff's Copyrighted Designs") to residents of Illinois. Lists of Plaintiff's Trademarks and Plaintiff's Copyrighted Designs are included in the charts below.

REGISTRATION NUMBER	REGISTERED TRADEMARK	INTERNATIONAL CLASSES
1,157,374	LILLY PULITZER (word mark)	For: clothing, namely, jeans, pants, slacks, shirts, belts, jackets, skirts and shorts in class 025.
1,926,195	LILLY PULITZER (word mark)	For: jeans, pants, slacks, shirts, jackets, skirts, shorts, dresses, sweaters, blouses, swimwear, sleepwear, children's wear; namely, dresses in class 025 For: tote bags in class 018.
1,990,353	LILLY PULITZER (word mark)	For: agenda and notebook planner books in class 016. For: handbags, umbrellas and knapsacks in class 018. For: sleepwear, robes, footwear in class 025.
3,620,844	LILLY PULITZER	For: perfume, fragrances for personal use

REGISTRATION NUMBER	REGISTERED TRADEMARK	INTERNATIONAL CLASSES
	(word mark)	and body creams in class 003. For: eyeglasses, sunglasses, and eyewear cases in class 009.
2,152,933	LILLY PULITZER (word mark)	For: belts, raincoats, headwear, namely, children's wear, namely, sweaters, blouses, shirts, skirts, jeans, pants, slacks and shorts in class 025.
2,880,228	LILLY PULITZER (word mark)	For: precious and non-precious jewelry and watches in class 014.
4,832,850	LILLY PULITZER (word mark)	For: cosmetics in class 003.
4,111,667	LILLY PULITZER (word mark)	For: protective covers and cases for cell phones, laptops and portable media players; Sunglass chains and cords in class 009. For: bowls; drinking cups; drinking glasses, namely, tumblers; glass beverageware; Ice buckets; plastic water bottles sold empty; plates; portable coolers; reusable stainless steel water bottles sold empty; and serving trays in class 021.
3,612,987		For: eyeglasses, sunglasses, eyewear cases, eyewear including women's and children's sunglasses and ophthalmic frames in class 009.
3,686,521		For: clothing, namely, jeans, pants, slacks, shirts, belts, jackets, skirts, shorts, dresses, sweaters, blouses, swimwear,

REGISTRATION NUMBER	REGISTERED TRADEMARK	INTERNATIONAL CLASSES
		gowns, sleepwear, robes, raincoats; children's wear, namely, dresses, sweaters, blouses, shirts, jeans, pants, slacks, and shorts; footwear in class 025.
3,841,879		For: non-precious jewelry in class 014.
4,729,221	LUXLETIC (word mark)	For: dresses, pants, and shirts in class 025.
5,768,102	BABY LILLY (word mark)	For: dresses, jumpers, and shirts in class 025.
4,108,919	LITTLE LILLY (word mark)	For: dresses in class 025.
5,765,823		For: dresses, shirts, and swimwear in class 025.
5,576,301		For: dresses, pants, shirts, and shorts in class 025.
3,958,316		For: bags, namely, tote bags, handbags, knapsacks, beach bags, clutch bags, wallets in class 018. For: clothing, namely, jeans, pants, slacks, shirts, belts, jackets, skirts, shorts, dresses, sweaters, blouses, footwear; men's clothing, namely, swim trunks, ties and boxer shorts; men's pants, sweaters, shirts in class 025.

REGISTRATION NUMBER	REGISTERED TRADEMARK	INTERNATIONAL CLASSES
		For: retail stores featuring clothing, household linens, personal fragrance, home fragrance, stationery, sunglasses, shoes, clothing accessories, bags; on-line retail store featuring clothing, household linens, personal fragrance, home fragrance, stationery, sunglasses, shoes, clothing accessories, bags in class 035.

U.S. Copyright Registration No.	Work Title	Issue Date
VAu001033885	“Spring 2011”	August 2, 2010
VAu001103843	“Fall 2012 VV4 Tusk In Sun”	May 9, 2012
VAu001134491	“Resort 2013 EJ8 Lulu”	May 15, 2013
VAu001103576	“Resort 2012 AR3 Crown Jewels”	May 7, 2012
VAu001134623	“Resort 2013 EK2 Feelin’ Groovy”	May 15, 2013
VAu001118082	“Summer 2013 DA8 Let’s Cha Cha Mini.”	November 21, 2012
VAu001201484	“2015 Resort Fall KS9 Toucan Play”	February 13, 2015
VAu001212013	“2015 Resort LF9 Oh Shello”	May 12, 2015
VAu001125283	“Fall 2013 DS6 Hearts a Flutter”	February 13, 2013
VAu001118290	“Summer 2013 DQ7 She’s a Firecracker”	November 21, 2012
VAu001142080	“Spring 2014 FE1 The Sea Soiree”	August 15, 2013
VAu001153371	“Summer 2014 GS1 Lobstah Roll”	November 27, 2013
VAu001153389	“Summer 2014 GK6 She She Shells”	November 26, 2013
VAu001103512	“Fall 2012 AAA Wild Confetti”	May 9, 2012
VAu001103494	“Fall 2012 SS6 Wild Confetti”	May 9, 2012
VAu001291278	“2018 Spring Final XP8 Catch the Wave”	August 28, 2017
VAu001090664	“Summer 2012 - Z14 You Gotta Regatta”	November 29, 2011
VAu001134649	“Resort 2013 E16 Mai Tai”	May 15, 2013
VAu001232196	“2016 Resort Fall GM8 Jellies Be Jammin”	August 13, 2015

U.S. Copyright Registration No.	Work Title	Issue Date
VAu001324373	“2019 Summer Initial Cracked Up”	June 28, 2018
VAu001111221	“Spring 2013 BX1 Lucky Charms Blue Full Blossom”	August 16, 2012
VAu001232291	“2016 Resort Fall OG2 Exotic Garden”	August 13, 2015
VAu001189807	“Summer 2015 KB6 Red Right Return”	November 13, 2014
VAu001271341	“2018 Spring Gumbo Limbo”	March 6, 2017
VAu001200718	“2016 Spring Initial MH3 Flamenco”	March 11, 2015
VAu001200364	“2016 Spring Initial MD6 La Playa”	March 10, 2015
VAu001111219	“Spring 2013 CB9 Ice Cream Social”	August 16, 2012
VAu001157836	“Fall 2014 HC2 Electric Feel”	February 24, 2014
VAu001219943	“2016 Summer NJ7 Lovers Coral”	June 12, 2015
VAu001125294	“Fall 2013 DY8 Bait and Switch”	February 26, 2013
VAu001189684	“Summer 2015 KD1 Casa Marina”	November 13, 2014
VAu001238224	“Spring 2017 Initial RI3 Guilty Pleasure”	March 1, 2016
VAu001201471	“2015 Resort Fall KT7 Private Island”	February 13, 2015
VAu001308176	“2018 Fall Final BE1 Mermaid Cove Engineered Skipper Dress Border”	February 23, 2018
VAu001238724	“2016 Resort Fall OE9 Psychedelic Sunshine”	February 18, 2016
VAu001134489	“Resort 2013 FD8 Written in the Sun”	May 15, 2013
VAu001315214	“2019 Spring Initial Kaleidoscope Coral”	March 9, 2018
VAu001315218	“2019 Spring Initial Maybe Gator”	March 9, 2018
VAu001301910	“2018 Resort Initial Half Shell”	November 22, 2017
VAu001315632	“2019 Spring Initial Sway This Way”	March 9, 2018
VAu001301968	“2018 Resort Initial Zest For Life”	November 22, 2017
VAu001330726	“2019 Spring Final 101378 Call My Shell Phone Engineered Swim One Piece Front”	August 16, 2018
VAu001330730	“2019 Spring Final 101379 Call My Shell Phone Engineered Swim Bikini Bottom”	August 16, 2018
VAu001315624	“2019 Spring Initial Sway This Way Engineered Swim”	March 9, 2018
VAu001329738	“2019 Spring Final 401975 Sway This Way Engineered Tote”	August 16, 2018
VAu001298817	“2018 Resort Initial Postcard From Positano”	November 22, 2017
VAu001232291	“2016 Resort Fall OG2 Exotic Garden”	August 13, 2015
VAu00988604	“Lilly Pulitzer Resort 2009”	January 7, 2009

U.S. Copyright Registration No.	Work Title	Issue Date
VAu001232261	“2016 Resort Fall OF9 Island Time”	August 13, 2015
VAu001255489	“2016 Resort PE7 Safari Sighted”	May 27, 2016
VAu001103578	“Resort 2012 AR6 Moving Slowly”	May 7, 2012
VAu001153454	“Summer 2014 GM8 Jellies Be Jammin”	November 26, 2013

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and copyright infringement (17 U.S.C. §§ 106 and 501, *et seq.*).

IT IS HEREBY ORDERED that Plaintiff’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and other persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
 - a. using Plaintiff’s Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff’s product or not authorized by Plaintiff to be sold in connection with Plaintiff’s Trademarks;
 - b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Plaintiff’s Copyrighted Designs in any manner without the express authorization of Plaintiff;

- c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff's product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the Plaintiff's Trademarks and/or the Plaintiff's Copyrighted Designs;
 - d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - e. further infringing the Plaintiff's Trademarks and/or the Plaintiff's Copyrighted Designs and damaging Plaintiff's goodwill; and
 - f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the Plaintiff's Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Plaintiff's Copyrighted Designs.
2. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit Plaintiff's Trademarks on products sold through at least the Seller Aliases. The five hundred thousand dollar (\$500,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

3. Pursuant to 17 U.S.C. § 504(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful copyright infringement of the Plaintiff's Copyrighted Designs. The one hundred thousand dollar (\$100,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
4. Plaintiff may serve this Order on Third Party Providers, including PayPal, Inc. ("PayPal"), Alipay, Alibaba Group Holding Ltd. ("Alibaba"), Ant Financial Services Group ("Ant Financial"), and Amazon Pay, by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on the Third Party Providers.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Alipay, Alibaba, Ant Financial, and Amazon Pay, shall, within ten (10) business days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants' Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defaulting Defendants' assets.
6. All monies, up to the above identified statutory damages award, in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Ant Financial, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.

7. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff, is hereby released to Plaintiff or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

DATED: October 4, 2021

/s/
Joan B. Gottschall
United States District Judge

Sugartown Worldwide LLC v. Shop216466 Store, et al., - Case No. 21-cv-03064**Schedule A**

No.	Seller Aliases
1	Shop216466 Store
3	Shop3662054 Store
5	YUN MI LACE Store
7	Mother&Baby Dropshipping Store
9	LASS Life Store
11	Painting Dreams Store
13	Ismael Store
15	Shop911508016 Store
17	HLoong123
19	JiYuanShiJinBeiBeiTuoYuYouXianGongSi
21	BaBaYev
23	DISMISSED
25	IONETWOU
27	BHRETI
29	chiniceco
31	MichelleMSammons
33	Axiumun
35	DISMISSED
37	PiZhouShiHeJXi156
39	P.LOTOR Group
41	xiancc66
43	Fashion Casual
45	Specification Display
47	PinShangMaoY157
49	chengxiangqu longqiao linzongshi xiemaodian
51	MEEROOM
53	Eastern Mountain
55	MOSPENG
57	Laurel Marcus
59	Frewinya
61	DISMISSED
63	Sha De Bu De Liao
65	DISMISSED

No.	Seller Aliases
2	Shop2397041 Store
4	JiangXiaoBai Store
6	Shop5876912 Store
8	LSQDVQ WLIN Store
10	FDL customize Store
12	ChenMeng Store
14	yirunhome Store
16	Summy Phonecase Store
18	haonimamm
20	Jully Satt
22	Yeap-Blues
24	ZeBikini
26	Liangfengyouxin
28	ElenaWX
30	Chitu 64
32	henanyuanshu
34	Jackdaine
36	Tezcadey
38	uzhiweibaih140
40	Link-Self
42	TheBigChicken
44	Redclawcrab
46	DISMISSED
48	umer6r5
50	Wanqiu Zhe
52	YEEKION
54	Jojo Homeland
56	NEWpapa
58	aliceeverdeenvo
60	yizhuoshangmao
62	fanfanfuzhuan141
64	Be Charmant
66	Jocelina

No.	Online Marketplaces
1	aliexpress.com/store/216466
3	aliexpress.com/store/3662054
5	aliexpress.com/store/5079557
7	aliexpress.com/store/5878807
9	aliexpress.com/store/713781
11	aliexpress.com/store/910349030
13	aliexpress.com/store/910767019
15	aliexpress.com/store/911508016
17	amazon.com/s?me=A37IIFG23TGAPW
19	amazon.com/sp?seller=A13A6QB1C4CXD8
21	amazon.com/sp?seller=A17XH8ES8W3HXZ
23	DISMISSED
25	amazon.com/sp?seller=A1H9PTUXK1EEVR
27	amazon.com/sp?seller=A1LXCSQOGCI8EI
29	amazon.com/sp?seller=A1QQULLKDJ71L5
31	amazon.com/sp?seller=A1US4TD3L86VSF
33	amazon.com/sp?seller=A1W8SAE48CULOA
35	DISMISSED
37	amazon.com/sp?seller=A27J7O33EG59DV
39	amazon.com/sp?seller=A2B0GUM59TNIH2
41	amazon.com/sp?seller=A2FW68YU9364FD
43	amazon.com/sp?seller=A2QDO1HTNSGS34
45	amazon.com/sp?seller=A37A930X0DYCEP
47	amazon.com/sp?seller=A3AO442SMDTWD 1
49	amazon.com/sp?seller=A3DKHNOZSLKNUI
51	amazon.com/sp?seller=A3JI6P6CYMNW8N
53	amazon.com/sp?seller=A47BG0BGJ0D7R
55	amazon.com/sp?seller=AB88HDWNKCGH2
57	amazon.com/sp?seller=AJY5B9NM0I6D2
59	amazon.com/sp?seller=AKUQ34XTRMAAL
61	DISMISSED
63	amazon.com/sp?seller=AROVLETJW6R1S
65	DISMISSED

No.	Online Marketplaces
2	aliexpress.com/store/2397041
4	aliexpress.com/store/4998363
6	aliexpress.com/store/5876912
8	aliexpress.com/store/5879340
10	aliexpress.com/store/811306
12	aliexpress.com/store/910355073
14	aliexpress.com/store/910882009
16	aliexpress.com/store/911929109
18	amazon.com/sp?seller=A125TTJ440GIHL
20	amazon.com/sp?seller=A16THQ6NHD4P1V
22	amazon.com/sp?seller=A19X0HFV8BB1ME
24	amazon.com/sp?seller=A1E5GYJRI9FSQ7
26	amazon.com/sp?seller=A1L6N61F4GKFS3
28	amazon.com/sp?seller=A1LXPK1D8X1E69
30	amazon.com/sp?seller=A1US1ICLVMRWEK
32	amazon.com/sp?seller=A1VYA9U97MZXV0
34	amazon.com/sp?seller=A1WTY0RO3ZBDI
36	amazon.com/sp?seller=A24SFNBG8TP743
38	amazon.com/sp?seller=A2A05T6XUZBZT3
40	amazon.com/sp?seller=A2BG5DPM5R15YP
42	amazon.com/sp?seller=A2HWG0LPGFW33 H
44	amazon.com/sp?seller=A2RAOBDYT11X5Q
46	DISMISSED
48	amazon.com/sp?seller=A3CLSASWFZ2GOA
50	amazon.com/sp?seller=A3JA576ISS48VE
52	amazon.com/sp?seller=A3UL5WRJF1V6IW
54	amazon.com/sp?seller=AAFGRN3AP46MN
56	amazon.com/sp?seller=ADI8JO2X1CIWL
58	amazon.com/sp?seller=AKITLO3WATQTY
60	amazon.com/sp?seller=AO3S0P4DXQ31D
62	amazon.com/sp?seller=APY7OLRA3TIP0
64	amazon.com/sp?seller=AWEP495TUJU02
66	amazon.com/sp?seller=AYF7SNXV7EFLS